

EXHIBIT A

GOLF CART LEASE WITH PURCHASE OPTION AGREEMENT

This Golf Cart Lease with Purchase Option Agreement (hereinafter this "Agreement") is entered into by and between THE CITY OF BURBANK, a California municipal corporation (the "City"), and E-Z-GO, A DIVISION OF TEXTRON INC. (the "Vendor") as of April , 2011 (the "Effective Date"). City and Vendor are collectively referred to hereafter as the Parties.

1. Agreement to Purchase Golf Carts. The Vendor agrees to sell to the City, and the City agrees to purchase from the Vendor, through a lease from PNC Equipment Finance, LLC ("PNCEF"), eighty (80) TXT48 Golf Carts and one (1) MPT 1200 Refresher Unit (collectively "Equipment") specifically described in Exhibit A, entitled "Equipment", attached hereto and incorporated herein by this reference, upon the terms and for the consideration set forth in this Agreement, pursuant to and consistent with Vendor's response to City's Request for Proposal Number PA 1835, RFP 2010-103, which is incorporated herein by this reference as if set forth in its entirety. The purchase is comprised of a 48-month lease coupled with an option to buy the equipment at the end of the lease term.

2. Price. The purchase price for this Agreement is set forth in Exhibit B, entitled "Price Proposal", attached hereto and incorporated herein by this reference, in addition to PNC Lease Agreement Numbers 144078000 and 144076000 attached hereto as Exhibit C (the "Lease Agreements").

3. Payment. Payment for the Equipment shall be made in accordance with the Lease Agreements, which provide that PNCEF shall acquire title to the Equipment in exchange for lease financing.

4. Parts. Vendor shall supply replacement parts at the prices set forth in Exhibit D, attached hereto and incorporated herein by this reference.

5. Term. The term of the Agreement shall be the longer of (a) forty-eight (48) months from the date the Equipment is delivered, inspected and accepted as complete pursuant to the Scope of Services attached hereto as Exhibit E and incorporated herein by this reference, or (b) completion of City's obligations set forth in the Lease Agreements.

6. Delivery. The Equipment shall be delivered as specified in the Scope of Services within sixty (60) calendar days from the Effective Date. In the event City elects to return the Equipment at the end of the term, rather than exercise the purchase option under the Lease Agreements, Vendor agrees to arrange for collection of the Equipment at Vendor's cost.

7. Scope of Services. This Agreement is subject to all provisions of the Scope of Services set forth in Exhibit E, excepting those exceptions specifically set forth in Exhibit F, entitled "Exceptions," attached hereto and incorporated herein by this reference.

8. General Conditions. This Agreement is subject to all provisions of the General Conditions set forth in Exhibit G, attached hereto and incorporated herein by this reference, excepting those exceptions specifically set forth in Exhibit F, entitled "Exceptions," attached hereto and incorporated herein by this reference.

9. Warranty. All Equipment shall be covered by Vendor's Limited Warranty, attached hereto as Exhibit H, and incorporated herein by this reference.

10. Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

11. Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

12. Time is of the essence to this Agreement.

13. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to sale of the Property. It integrates all the terms and conditions mentioned herein or incidental thereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of California, as of the last chronological date set forth by the signatories below.

Date _____

"CITY"

Attest:

THE CITY OF BURBANK, a California
municipal corporation

Margarita Campos, City Clerk

By: _____

Name: _____

Title: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

By: _____
Joseph H. McDougall
Senior Assistant City Attorney

"VENDOR"

E-Z-GO, A DIVISION OF TEXTRON INC.

Date: _____

By: _____

Name: _____

Title: _____

Exhibit "A"
EQUIPMENT

VEHICLE SPECIFICATIONS - GOLF CART LEASE

VEHICLE SPECIFICATIONS

Instructions for completing the vehicle specification worksheets - Indicate if the vehicle offered meets the specifications by circling either "Y" for yes or "N" for no in the column labeled "COMPLY". If the vehicle offered does not comply with a specification, provide a brief description of the exception in the column labeled "EXCEPTIONS".

ITEM #1 - ELECTRIC POWERED GOLF CART

	COMPLY	EXCEPTIONS
MOTOR <ul style="list-style-type: none"> 36 Volt DC or 48 Volt DC (circle one) Output >= 2.5 HP for 1 Hour 	Y or N Y or N	
MOTOR/SPEED CONTROL UNIT <ul style="list-style-type: none"> Programmable Speed Control Solid State Microprocessor Diagnostic LED and Calibrator Interface Solid State Electronic Ignition 	Y or N Y or N Y or N Y or N	
BATTERIES <ul style="list-style-type: none"> Manufacturer and Model Number Type (AGM, Deep Cycle, Gel, etc.) Quantity - 6 Voltage - 8 Amp Hours - 170 20 Hour Amp Hour Rating - Life Expectancy based upon 8 hours of average daily cart use. <p>Current Contract has Replacement Batteries included in Contract. Will your company also supply replacement batteries?</p>	Y or N Y or N	TROJAN 6, 8VOLT DEEP CYCLE - 117 MINUTE MINIMUM, 170 AMP HOUR @ 20HR DISCHARGE RATE - BATTERIES ARE SUPPLIED PER PROVISIONS OF E-260 WARRANTY.
FRAME <ul style="list-style-type: none"> Rectangular or Tubular Steel Frame Rust Proof, Non-corrosive 2" Rear Tow Hitch 2" Front Receiver Hitch 	Y or N Y or N Y or N Y or N	CASUAL TOW HITCH IS AVAILABLE

VEHICLE SPECIFICATIONS - GOLF CART LEASE- Continued

ITEM #1 - ELECTRIC POWERED GOLF CART

	COMPLY	EXCEPTIONS
BODY <ul style="list-style-type: none"> Steel or Thermoplastic Construction Scuff Plates-Rear Fenders, Cowl Body Protection Wrap Around Front and Rear Bumpers Center Console-Tee and Ball Holder with at least 2 drink holders. 	<input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	<i>REAR ONLY</i>
INSTRUMENTATION <ul style="list-style-type: none"> Battery Discharge Indicator Horn Reverse Warning Alarm <input checked="" type="checkbox"/> Tail and Brake Lights Turn Signals Emergency Flashers Reflectors 	<input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	<i>AVAILABLE AT AN ADDITIONAL COST</i> <i>" " "</i> <i>" " "</i> <i>" " "</i>
SEATING <ul style="list-style-type: none"> Two Occupants Foam cushions with heavy duty vinyl covers on bench and seat backs. Seatbelts for both occupants 	<input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	<i>AVAILABLE AT AN ADDITIONAL COST</i>
STEERING <ul style="list-style-type: none"> Automotive Type Rack and Pinion Worm Gear and Pitman System Dual Handgrips Pencil and score sheet holder 	<input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N	
SUSPENSION <ul style="list-style-type: none"> Front-Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) Rear-Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) 	<input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N	

VEHICLE SPECIFICATIONS - GOLF CART LEASE-- Continued

ITEM #1 - ELECTRIC POWERED GOLF CART

	COMPLY	EXCEPTIONS
BRAKES <ul style="list-style-type: none"> • Rear-Disc or Auto Adjusting Mechanical Drum (circle one) • Foot Parking Break with Automatic Release • Non asbestos lined pads • Life Expectancy based upon 6 hours of average daily cart use • Semi-metallic pads with lifetime warranty • Metallic pads with lifetime warranty 	<div style="text-align: center;"> <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <hr/> Months/Years Y or <input checked="" type="radio"/> N Y or <input checked="" type="radio"/> N </div>	<div style="text-align: right;"> <i>- AS SPECIFIED IN WARRANTY,</i> <i>- AS SPECIFIED IN WARRANTY,</i> </div>
TIRES & WHEELS <ul style="list-style-type: none"> • Steel Rims • Hubcaps • 18" x 8.5" x 10" or 8" • 4-Ply • One extra tire and wheel shall be supplied with each golf cart 	<div style="text-align: center;"> <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <hr/> Y or <input checked="" type="radio"/> N </div>	<div style="text-align: right;"> <i>AVAILABLE THRU EZGO GPA ONLINE</i> </div>
CANOPY <ul style="list-style-type: none"> • Constructed of high impact, weather and fade resistant, non-breakable materials 	<div style="text-align: center;"> <input checked="" type="radio"/> Y or N </div>	
GOLF ACCESSORIES <ul style="list-style-type: none"> • Sweater Basket • Rack for two (2) golf bags constructed of steel or compressed molded plastic 	<div style="text-align: center;"> <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N </div>	
DIMENSIONS/SPECIFICATIONS <ul style="list-style-type: none"> • Length 91.00" – 95.00" • Width 44.00" – 48.00: • Weight without batteries 500 – 680 lbs • Wheel Base 63.00" – 68.00" 	<div style="text-align: center;"> <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N </div>	
GOLF ACCESSORIES <ul style="list-style-type: none"> • Sweater Basket • Rack for two (2) golf bags constructed of steel or compressed molded plastic 	<div style="text-align: center;"> <input checked="" type="radio"/> Y or N <input checked="" type="radio"/> Y or N </div>	

VEHICLE SPECIFICATIONS - GOLF CART LEASE- Continued

ITEM #1 - ELECTRIC POWERED GOLF CART

	COMPLY	EXCEPTIONS
PERFORMANCE <ul style="list-style-type: none"> Forward Speed = 19 mph Reverse Speed of <= 5 mph Range up to 40 miles 	Y or <u>N</u> <u>Y</u> or N <u>Y</u> or N	- 10.2 - 14.8 MPH
PARTS AND SERVICE <ul style="list-style-type: none"> Factory authorized service center OEM parts delivery within 24 hrs 	<u>Y</u> or N <u>Y</u> or N	- ADDITIONAL COST INVOLVED
WARRANTY 4 Year Standard Warranty. Warranty shall include parts, labor and travel time (Bumper to Bumper).	<u>Y</u> or N	SPECIFICATIONS INCLUDED
BATTERY WARRANTY Contractor shall state battery warranty New carts must be compatible with facilities existing cart charging system.	<u>Y</u> or N	
LEASE AGREEMENT If the Proposer requests the City to enter into a Lease Agreement it will need to be included in the proposal documents.	<u>Y</u> or N	PVC LEASE AGREEMENT ATTACHED
FINANCIAL AGREEMENT If the Proposer requests the City to enter into a Financial Agreement it will need to be included in the proposal documents.	<u>Y</u> or N	



A Textron Company

MODEL: TXT 48 FLEET GOLF CAR

TYPE: ELECTRIC 48V FLEET GOLF CAR

MODEL YEAR: 2010

Part No.: 612623



CONFIGURATION HIGHLIGHTS

TrueCourse Technology: Programmable to any golf course terrain, with expanded regenerative braking function, and vehicle charger lockout

- Solid State continuously variable separately excited speed controller
- Dash mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Programmable regenerative braking, acceleration and speed
- Six, 8 Volt Deep Cycle
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Handheld vehicle diagnostics and rounds tracking

Battery Charger: PowerWise™ 48QE high frequency, fully line compensating, 10 ft (3 m) DC Cord, Underwriters Lab. (U.L.) Listed, (C.S.A. Certified)

- Input: 120 Volts AC, 50/60 Hz, 8 amps
- Output: 48 Volts DC at 13 amps

Motor: 48 Volt DC shunt wound, brazed armature, solid copper windings

Drive Train: Direct motor shaft connected to transaxle pinion shaft

Electrical System: 48 Volt DC, six, 8 volt deep cycle batteries (117 minute minimum, 170 amp-hour @ 20 hr. discharge rate)

Transaxle: Differential with helical gears

Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

PRODUCT OVERVIEW

Overall Length	91.0 in (231 cm)
Overall Width	47.0 in (119 cm)
Overall Height (No Canopy)	46.5 in (118 cm) (Top of steering wheel)
Overall Height (With Canopy)	68.0 in (173 cm)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance (at Differential)	4.5 in (11 cm)

Power Source	48 Volts DC
Motor Type	Shunt Wound
Horsepower (kW)	3.0 HP (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (Qty, Type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal Start
Battery Charger	48 VDC PowerWise™ QE, 120 VAC, UL/CSA
Speed Controller	250 Amp Solid State Controller
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	12.44:1

Seating Capacity	2 Person
Dry Weight	557 lb (253 kg) (Without Batteries)
Curb Weight	935 lb (424 kg) (Trojan T-875)
Vehicle load capacity	800 lb (360 kg)
Outside Clearance Circle	19.0 ft (5.8 m)
Speed (Level Ground)	10.2-14.8 mph (16.4-23.8 kph)
Towing Capacity	3 Golf Cars with Approved Permanent Tow Bar

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)

Frame	Welded steel. DuraShield™ powder coat
Body & Finish	Injection molded TPO
Standard Color	Champagne



A Textron Company

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

TIRES & WHEELS:

Front:

- Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)
- USA Trail 18 x 8.50 - 8 (Load Range C)

Rear:

- Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)
- USA Trail 18 x 8.50 - 8 (Load Range C)
- Turf Saver 18 x 8.50 - 8 (Load Range B)

Wheel Covers:

- Spoke, Silver
- Spoke, Silver Metallic

COLORS:

- Body Color - Champagne
- Body Color - Hunter Green
- Custom Body Color

Pin Stripes:

- Gold
- Dark Green
- White
- Black
- Red
- Burgundy
- Non Standard Color

Seating

- Seat Color - Oyster
- Seat Color - Tan
- Seat Color - Grey
- Custom Seat Color

ELECTRICAL:

- State of Charge Meter
- Unique Group Key Switch
- Unique Individual Key Switch
- Handheld Diagnostics Unit
- DC Converter
- Hour Meter

Programmable Golf Modes

- Golf - Coastal
- Golf - Mild Hill

Battery Chargers:

- Powerwise QE 48V 10 ft (3.0 m) DC Cord
- Powerwise QE 48V 18 ft (5.5 m) DC Cord
- World Charger QE 48V 10 ft (3.0 m) DC Cord
- World Charger QE 48V 18 ft (5.5 m) DC Cord

WEATHER PROTECTION:

- Bag Cover Kit - Oyster
- Bag Cover Kit - Tan
- Bag Cover Kit - Green
- Sun Canopy (Top) Beige
- Sun Canopy (Top) Tan
- Weather Enclosure (3 Side, Sun Canopy & Windshield Req'd)
- Weather Enclosure (4 Side, Sun Canopy Required)
- Windshield Fold Down (Clear) (Fits 75040GXX Sun Canopy)
- Windshield Flat (Clear) (Fits 75040GXX Sun Canopy)

OTHER PERFORMANCE:

- Ash Tray
- Heavy Duty Battery Option
- Battery Fill System Nozzle (Gun)
- Battery Fill System - T875
- Battery Fill System - T890
- Cooler Jug (Cube) & Bracket
- Cooler & Bracket
- Differential Guard
- Divot Repair
 - Sand Bottle (Bottom Fill)
 - Sand Bucket
- Fender Scuff Guard
- Heavy Duty Rear Suspension
- Message Holder (1 Piece, Sun Canopy Required)
- Message Holder (Sun Canopy Required)
- Rear View Mirror (Sun Canopy Required)
- Sand Rake Holder
- Sand Rake
- SoftSwipe Cleat Cleaner
- Side Basket (Single)
- Side Basket (Double)
- Sweater Basket
- Tow Bar (Permanent)
- Tow Bar (Casual Use)



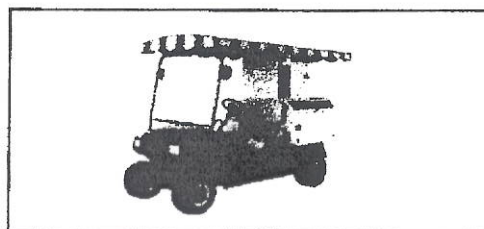
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MODEL: MPT REFRESHER®

TYPE: GASOLINE POWERED REFRESHMENT VEHICLE

MODEL YEAR: 2010

Part No.: 605812, 606684 California



PRODUCT SPECIFICATION

Engine:	13 hp (9.7 kW) Exceeds SAE J1940 Standard, 4 cycle, 24.5 ci (401 cc) single cylinder, air-cooled by Kawasaki		
● Valve Train:	Overhead valve	● Fuel System:	Fixed float bowl with remote pulse fuel pump
● Lubrication:	Pressurized oil system, spin-on oil filter	● Ignition:	Electronic spark/magneto
● Balancer:	Internal counter rotating balance shaft	● Air Cleaner:	Replaceable dry cartridge
Electrical:	Starter/Generator, solid-state regulator, 12 Volt maintenance free battery (425 CCA, 60 minute reserve)		
Drive Train:	Automatic, continuously variable transmission (CVT)		
Brakes:	Dual rear wheel mechanical self-adjusting drum brakes. Single point park brake release with self-compensating system		
Transaxle:	Differential with helical gears, ground speed governor, forward/reverse		
Canopy:	Sunbrella® Signature Series		
Beverage Unit:	5000 Series Aluminum - Polyurethane Semi-Gloss Paint. Visible Product Doors with Locks		
Beverage Unit Storage Capacity:			
● Cold Storage Cabinets:	Four	● Trash Bin Volume	1.3 cu ft (0.04 m3)
● Beverages:	12 oz cans: 520 or 20 oz bottles: 232	● Accessory Mounting Area:	46.0 in (117 cm) L x 23.13 in (59 cm) W

PRODUCT OVERVIEW

Overall Length	110.5 in (280 cm)	Seating Capacity	2 Persons
Overall Width	49.8 in (126 cm)	Dry Weight	1337 lb (607 kg)
Overall Height (No Canopy)	48.6 in (123 cm) (Top of steering wheel)	Curb Weight	1377 lb (625 kg)
Overall Height (With Canopy)	72.0 in (183 cm)	Vehicle load capacity	1200 lb (545 kg)
Wheel Base	77.0 in (196 cm)	Outside Clearance Circle	22.0 ft (6.7 m)
Front Wheel Track	37.0 in (94 cm)	Intersecting Aisle Clearance	N/A
Rear Wheel Track	38.0 in (97 cm)	Speed (Level Ground)	Fwd - 11.0 mph ± 0.5 mph (17.7 kph ± 0.8 kph) Rev - 7.9 mph ± 0.5 mph (12.7 kph ± 0.8 kph)
Gnd Clearance @ Differential	3.5 in (9 cm)	Towing Capacity	N/A
Power Source	4 Cycle 24.5 cu in (401 cc)	Steering	Self-compensating rack and pinion
Valve Train	Single Cylinder OHV	Front Suspension	Leaf springs with hydraulic shock absorbers
Horsepower (kW)	13 hp (9.7 kW) Exceeds SAE J1940 Std.	Rear Suspension	Leaf springs with hydraulic shock absorbers
Electrical System	Starter/Generator. Solid State Regulator	Service Brake	Rear wheel mechanical self-adjusting drum
Batteries (Qty, Type)	One, 12 Volt Maintenance Free	Parking Brake	Self-compensating, single point engagement
Key or Pedal Start	Pedal	Front Tires	Links 18 x 8.50 - 8 (4 Ply Rated)
Air Cleaner	Industrial Rated Dry Filter	Rear Tires	Turf Saver 18 x 8.50 - 8 (Load Range B)
Lubrication	Pressurized Oil System	Frame	Welded steel with DuraShield™ powder coat
Oil Filter	Spin-On	Front Body & Finish	Injection Molded Geloy XTW
Cooling System	Air Cooled	Rear Body & Finish	Steel. Base coat/clear coat
Fuel Capacity	5.8 Gallon (22.0 L) tank	Standard Color	Hunter Green
Drive Train	Continuously variable transmission (CVT)		
Transaxle	Differential with helical gears		
Gear Selection	Forward - Reverse		
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)		

Some items shown may be optional equipment

2010 Gas MPT Refresher

Released: 7/09/2009

Revised:

Specifications are subject to change without notice

* Field installed accessories may require installation changes



A Textron Company

Refresher Unit Length	46.0 in (117 cm)
Refresher Unit Width	47.25 in (120 cm)
Refresher Unit Height	21.75 in (55 cm)
Refresher Unit Weight	140 lb (63.5 kg)
Canopy	Sunbrella® Signature Series
Insulation	1.0 in (2.5 cm)
Canopy & Frame Weight	28 lb (12.7 kg)
Cold Storage Cabinet Length (2)	21.8 in (55 cm)
Cold Storage Cabinet Width	12.18 in (56 cm)
Cold Storage Cabinet Depth	9.41-12.11 in (24-31 cm)
Cold Storage Cabinet Volume	3.12 cu ft (0.09 m3)

Cold Storage Cabinet Volume (Total)	12.5 cu ft (0.35 m3)
Cold Storage Drainage	Single Common Drain
Cold Storage Capacity	12 oz cans: 520 or 20 oz bottles: 232
Trash Bin Volume	1.3 cu ft (0.04 m3)
Accessory Mounting Area	46.0 in (117 cm) L x 23.13 in (59 cm) W
Beverage Unit	5000 Series Aluminum
	- Polyurethane Semi-Gloss Paint
	- Visible Product Doors w/Locks

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Refresher Unit

3.0 Liter Airpot	•
Airpot Rack	•
Cup Dispensers	•
Food Warmer	•
Sundries Cabinet (Slideout Option - Limit 2)	•
Humidor (Slideout Option - Limit 2)	•
Mini Bottle Carrier (Slideout Option - Limit 2)	•
Cash Drawer (Slideout Option - Limit 2)	•
Bottle Caddy	•
Condiment Tray	•
Sign Boards (4)	•
Dry Goods Storage Accessory	•

TIRES & WHEELS:

Front:

Turf 18 x 8.50 - 8 (4 Ply Rated)	•
Turf Saver 18 x 8.50 - 8 (Load Range B)	•

Rear:

Turf Saver 18 x 9.50 - 8 (6 Ply)	•
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Wheel Covers: (Not available when using 20" rear tire)

Spoke, Black & Gold	•
Spoke, Black & Silver	•

COLORS:

Body/Cowl Color (Hunter Green)	•
Body/Cowl Color (Champagne)	•
Body /Cowl Color (White)	•
Body/Cowl Color (Yellow)	•
Body/Cowl Color (Orange)	•
Custom Body/Cowl Color	•

Seating:

Seat Color (Tan)	•
Seat Color (Oyster)	•
Custom Seat Color	•

OTHER PERFORMANCE:

Ash Tray	•
Front Bumper & Guard (Black)	•
Front Hydraulic Disc Brakes	•
Fuel Gauge	•
High Altitude Jetting 3 - 6K ft (900 - 1800 m)	•
High Altitude Jetting 6K + ft (1800 + m)	•
Horn	•
Low Oil Indicator	•
Rear View Mirror	•

ELECTRICAL:

Brake Lights	•
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Headlights & Taillights

Turn Signals with 4-Way Flashers	•
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Miscellaneous:

12 Volt Outlet	•
Heavy Duty Battery	•
Hour Meter	•
Unique Group Key Switch	•
Unique Individual Key Switch	•

WEATHER PROTECTION:

Sun Canopy	•
Windshield Flat Lexan®	•

Exhibit "B"
PRICE PROPOSAL

PROPOSAL SHEET - GOLF CART LEASE
PRICE PROPOSAL PAGE

The City of Burbank (City) is requesting proposals from qualified and experienced firms to provide eighty (80), plus one (1) food and beverage concession golf cart, Original Equipment Manufacturer (OEM) manufactured golf carts on a **48-month lease basis** for a **total of Eighty-One (81) Carts**. The City of Burbank has an 18-hole public golf course located within the City that covers approximately 120 acres. The course consists of hilly terrain and is located at the foothills of the Verdugo Mountains (1500 E. Walnut Ave., Burbank, CA 91504).

ITEM No.	DESCRIPTION	QTY	UOM	Unit Price Per Month Lease	Total Amount Per Month Lease	X 12	Total Amount one Year Lease
1	Electric Powered Golf Vehicle, as per specifications	80	Each	\$66.80	\$5,344. ⁰⁰	12	\$64,128. ⁰⁰
1a	Insurance	80	Each	\$4.63	\$370.40	12	\$4,444.80
1b	Sales Tax (9.75%)	80	Each	\$6.51	\$520.80	12	\$6,249.60
1c	Property Tax	80	Each	\$2.75	\$220. ⁰⁰	12	\$2,640.00
2	Electric Powered Golf Vehicle for Food and Beverage, as per specifications	1	Each	\$3,29.09	\$329.09	12	\$ 3,949.0
2a	Insurance	1	Each	\$22.00	\$22.00	12	\$145.00
2b	Sales Tax (9.75%)	1	Each	\$32.09	\$32.09	12	\$ 385.08
2c	Property Tax	1	Each	\$12.30	\$12.30	12	\$ 147.60
TOTAL SUM PROPOSAL ITEMS 1 - 2c For One (1) Year							\$70,864.68

Item 1.

E-2-60 TXT4B ELECTRIC GOLF CAR
MANUFACTURER AND MODEL NUMBER

Item 2.

E-2-60 MPT-1200 REFRESHER UNIT
MANUFACTURER AND MODEL NUMBER

FOB DESTINATION FREIGHT PREPAID: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

P - 1 (a)

Item Nos. 1a and 2a deleted because City is self-insured.
Item Nos. 1b and 2b will be remitted directly to the State of California by the City of Burbank.

Exhibit "C"
LEASE AGREEMENTS



April 15, 2011

Lease Number 144078000

City of Burbank
Attn: Jan Bartolo
275 East Olive Ave.
Burbank, CA 91510

Dear Ms. Bartolo;

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
Schedule of Payments – Please sign and provide the title of the signor, if applicable.
- Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for payment – Please send your check in the amount of \$5,761,55 , made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Jamie Gauspohl 995 Dalton Avenue, Cincinnati, OH 45203 .

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by April 30, 2011.

If you have any questions please contact Jamie Gauspohl at 513-455-9577.

Sincerely,

Tracy Sparks
Documentation Specialist

Lease Agreement

Dated as of April 15, 2011

Lease Number 144078000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
City of Burbank
275 East Olive Ave.
Burbank, CA 91510

FEDERAL TAX ID
956000683

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Arrears ☒ monthly; ☐ quarterly; ☐ semi-annual; ☐ annually; each in the amount of \$5,341.55 (rental payment) + \$220.00 (property tax) = \$5,561.55 (plus applicable tax) beginning _____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Lessee signed a Golf Cart Purchase Agreement with E-Z-Go, a division of Texatron, Inc. (the "Vendor"), for eighty (80) TXT48 Electric Golf Cars on _____, 2011. This Lease Agreement is the instrument intended to fund the Purchase Agreement. Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease. Lessor agrees to purchase the Equipment upon Lessee's acceptance of delivery of the Equipment.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs after delivery and upon favorable inspection. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility or Lessee may enter into an agreement with the Vendor to pay such costs.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT, ONCE DELIVERY OF THE EQUIPMENT HAS BEEN ACCEPTED, LESSEE IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than \$1,000,000.00 per person and \$2,000,000.00 aggregate bodily injury liability, and \$1,000,000.00 property damage liability, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to notify Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b), declare due and payable, all amounts then currently due under the Lease plus all remaining Rent payments due under the Lease during the fiscal year in effect when the default occurs together with accrued interest; (c) and, Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Lessee agrees (a) that Lessor only needs to give Lessee 15 days advance notice of any sale and no notice of advertising, (b) to the extent permitted by applicable law, to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor ninety (90) days prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) that are within a 100 miles radius of the Lessee's location, and aboard any carriers(s) Lessor may designate. Lessee may make alternate arrangements for the Vendor to pick up the Equipment; provided however that if the Equipment is not picked up by the Vendor, Lessee shall be responsible for returning the Equipment to Lessor as described above. The Equipment must be properly maintained in accordance with Section 7, and in "Average Saleable Condition", excepting reasonable wear and tear. "Average Saleable Condition" means that the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings.

Lessee will pay Lessor for any missing or defective parts or accessories, excepting reasonable wear and tear. Lessee will continue to pay Rent until the Equipment is returned.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and will take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge one percent (1%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement between Lessee and Lessor and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies.
24. **NOTICES.** All of Lessee's written notices to Lessor, and all of Lessor's written notices to Lessee, must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the other party at that party's address stated in this Lease; or by facsimile transmission to such party's facsimile telephone number, with oral confirmation of receipt. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **WAIVERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives the following rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code: (a) cancel or repudiate this Lease after acceptance of the Equipment; (b) reject or revoke acceptance of the Equipment after Lessor has paid; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE’S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Burbank
("Lessee")

X
Authorized Signature

Print Name

Title:

Date
275 East Olive Ave.
Burbank, CA 91510

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

Print Name

Title:

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of California.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 144078000

Quantity	Description	Serial No.
80	2011 E-Z-GO TXT48v PDS E Golf Cars	

☐ or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 2011 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 2011.

City of Burbank
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

275 East Olive Ave.
Burbank, CA 91510

INSURANCE COVERAGE DISCLOSURE
PNC Equipment Finance, LLC, LESSOR

City of Burbank , LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. **In accordance with the Lease Agreement ("Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):**

to issue: (check to indicate coverage)

- ☒ a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Loss Payee.

Coverage Required: **\$267,154.40**

- ☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC 995 Dalton Ave, Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. **Pursuant to the Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)**

- _____ a. All risk, physical damage in the amount specified in 1(a) above.
 _____ b. Public liability for not less than the amounts specified in 1(b) above.

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC
 its successors and/or all assigns
 995 Dalton Ave.
 Cincinnati, OH 45203

Please send a FAX copy of certificate to Tracy Sparks@866-463-1260.

LESSEE HAS ATTACHED A SIGNED LETTER DESCRIBING SELF-INSURANCE.

LESSEE: City of Burbank

By: _____ Title: _____



April 15, 2011

Lease Number 144076000

City of Burbank
 Attn: Jan Bartolo
 275 East Olive Ave.
 Burbank, CA 91510

Dear Ms. Bartolo;

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
 Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
 Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
 Schedule of Payments – Please sign and provide the title of the signor, if applicable.
- Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for payment – Please send your check in the amount of \$541.39 made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Jamie Gauspohl 995 Dalton Avenue, Cincinnati, OH 45203 .

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by _____, 2011.

If you have any questions please contact Jamie Gauspohl at 513-455-9577.

Sincerely,

Tracy Sparks
 Documentation Specialist

Lease Agreement

Dated as of April 15, 2011
Lease Number 144076000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
City of Burbank
275 East Olive Ave.
Burbank, CA 91510

FEDERAL TAX ID
956000683

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Arrears ☒ monthly; ☐ quarterly; ☐ semi-annual; ☐ annually; each in the amount of \$329.09 (rental payment) + \$12.30 (Personal Property Tax) = \$341.29 (plus applicable tax)_____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Lessee signed a Golf Cart Purchase Agreement with E-Z-Go, a division of Texatron, Inc. (the "Vendor"), for one 2011 E-Z-GO MPT 1200 Refresher Vehicle on _____, 2011. This Lease Agreement is the instrument intended to fund the Purchase Agreement. Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease. Lessor agrees to purchase the Equipment upon Lessee's acceptance of delivery of the Equipment.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs after delivery and upon favorable inspection. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility or Lessee may enter into an agreement with the Vendor to pay such costs.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT, ONCE DELIVERY OF THE EQUIPMENT HAS BEEN ACCEPTED, LESSEE IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
- DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than \$1,000,000.00 per person and \$2,000,000.00 aggregate bodily injury liability, and \$1,000,000.00 property damage liability, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to notify Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b), declare due and payable, all amounts then currently due under the Lease plus all remaining Rent payments due under the Lease during the fiscal year in effect when the default occurs together with accrued interest; (c) and. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Lessee agrees (a) that Lessor only needs to give Lessee 15 days advance notice of any sale and no notice of advertising, (b) to the extent permitted by applicable law, to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor ninety (90) days prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) that are within a 100 miles radius of the Lessee's location, and aboard any carriers(s) Lessor may designate. Lessee may make alternate arrangements for the Vendor to pick up the Equipment; provided however that if the Equipment is not picked up by the Vendor, Lessee shall be responsible for returning the Equipment to Lessor as described above. The Equipment must be properly maintained in accordance with Section 7, and in "Average Saleable Condition", excepting reasonable wear and tear. "Average Saleable Condition" means that the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings.

Lessee will pay Lessor for any missing or defective parts or accessories, excepting reasonable wear and tear. Lessee will continue to pay Rent until the Equipment is returned.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and will take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge one percent (1%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement between Lessee and Lessor and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies.
24. **NOTICES.** All of Lessee's written notices to Lessor, and all of Lessor's written notices to Lessee, must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the other party at that party's address stated in this Lease, or by facsimile transmission to such party's facsimile telephone number, with oral confirmation of receipt. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **WAIVERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives the following rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code: (a) cancel or repudiate this Lease after acceptance of the Equipment; (b) reject or revoke acceptance of the Equipment after Lessor has paid; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Burbank
("Lessee")

X

Authorized Signature

Print Name

Title:

Date
275 East Olive Ave.
Burbank, CA 91510

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

Print Name

Title:

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of California.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 144076000

Quantity	Description	Serial No.
1	2011 E-Z-GO MPT 1200 Refresher Vehicle	

☐ or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 2011 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 2011.

City of Burbank
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

275 East Olive Ave.
Burbank, CA 91510

INSURANCE COVERAGE DISCLOSURE
PNC Equipment Finance, LLC, LESSOR

City of Burbank , LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. **In accordance with the Lease Agreement ("Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):**

to issue: (check to indicate coverage) _____

- ☒ a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Loss Payee.

Coverage Required: **\$16,386.72**

- ☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC 995 Dalton Ave, Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. **Pursuant to the Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)**

- _____ a. All risk, physical damage in the amount specified in 1(a) above.
 _____ b. Public liability for not less than the amounts specified in 1(b) above.

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC
 its successors and/or all assigns
 995 Dalton Ave.
 Cincinnati, OH 45203

Please send a FAX copy of certificate to Tracy Sparks@866-463-1260.

LESSEE HAS ATTACHED A SIGNED LETTER DESCRIBING SELF-INSURANCE.

LESSEE: City of Burbank

By: _____ Title: _____

Exhibit "D"
REPLACEMENT PARTS

PROPOSAL SHEET - GOLF CART LEASE
(REPLACEMENT PARTS FOR SAME REQUIREMENT EQUIPMENT)

Price Page for Part Lists for Leased Equipment that will be used under this contract.
This list is not all-inclusive.

Item No.	Description	Part/Item Number	Unit Price	Fixed Percentage Discount from Index
A	Battery	612626	\$ 134.17	0%
B	Electric Motor	612624	\$ 575. ⁰⁰	0%
C	Brake Pads	612411	\$ 8.95	0%
D	Charger	611200	\$ 418. ⁰⁰	0%
E	Speed Controller	612632	\$ 388. ⁰⁰	0%
F	Front Axle	602513	\$ 89.66	0%
G	Steering Gear	70964601	\$ 277.07	0%
H	Tires	612771	\$ 44. ⁰⁰	0%
I	Wheels	617770	\$ 28.95	0%

- J. Dealer cost plus 0 percentage (%)
All proposals will be evaluated based on a predetermined list of parts that the City has purchased in the past. These parts will be located in the most current price book you must submit with your proposal and evaluated based on the percentage and cost you offer. These percentages must be clearly indicated on the Proposal Sheet.
- K. The 0 percentage (%) discount will be allowed from the most current price book or website dated 1/18/2011 by E-Z-GO GENUINE PARTS & ACCESSORIES
Manufacturer's Book Name
- L. Price list, Price Book or website must be furnished with your proposal. The above discount(s) and the price list quoted above are firm for the term of the price agreement.

Website: WWW.GPA.EZGO.TEXTRON.COM

Exhibit "E"
SCOPE OF SERVICES

SCOPE OF SERVICES

GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Proposers must meet the minimum qualifications.
 - a. Be an authorized OEM distributor or manufacturer.
 - b. Have a strong presence in the golf vehicle equipment industry.
 - c. Be able to provide the full range of equipment and services to meet the demands of the City.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced or exchanged by an OEM authorized vendor or dealership. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the vendor or dealership. All replacement products must be OEM and be received by the City within seven (7) calendar days of initial notification.
3. **EQUIPMENT/RECALL NOTICES:** In the event of a recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the City of Burbank, Purchasing Division. It shall be the responsibility of the vendor or manufacturer to assure that all recall notices are sent directly to the City of Burbank, Purchasing Division.
4. **TRAINING:** The Contractor shall provide a factory representative to provide on-site training for City of Burbank operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Burbank personnel and its golf cart maintenance contractor.
 - Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.
 - Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
 - The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.
 - Training shall occur within seven (7) working days from time of equipment delivery.
5. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential Contractor is required to provide proof of an extensive distribution system.
6. **DELIVERY:** For City of Burbank leasing, equipment shall be delivered to City of Burbank DeBell Golf Course at 1500 E. Walnut Ave, Burbank CA 91504. All deliveries shall be made during work hours, which are Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give **Jan Bartolo, Deputy Director** Park, Recreation and Community Services Department, (818) 238-5315 a **minimum of 24-hour notification prior to delivery** with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City:

- a. M.S.O. (Manufacturer Statement of Origin)
- b. Warranty documents
- c. Manuals as described in Section 7 – Manuals.
- d. All materials shall be supplied to the City of Burbank at time of equipment delivery. **No exceptions.**

7. MANUALS: The successful vendor shall furnish the following manuals during delivery of vehicles in the following quantity and formats.

- a. Operator's Manual, one (1) hard copy per unit
- b. Parts Manual, two (2) hard copy
- c. Service and Repair Manual, two (2) hard copy
- d. Overhaul Manual, two (2) hard copy
- e. Cross reference guide from manufacturers part numbers to their suppliers part numbers, one (1) hard copy
- f. One (1) electronic copy of each manual on CD

If changes, modifications, additions or alterations occur to vehicles, Contractor shall contact the City of Burbank prior to making modifications and provide the applicable descriptive literature for each affected manual to the City at no cost.

The City of Burbank shall have the right to reproduce any material for educational purposes.

8. VEHICLE INSPECTION: The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Park, Recreation and Community Services Department or designee prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City and the Contractor will cover all transportation fees.

The Contractor will be required, with each vehicle or group of vehicles delivered, to supply a delivery ticket specifying the purchase order

9. CATALOGS: Contractor shall provide, at no cost, two (2) copies of catalogs and/or price lists to the City.

PRODUCT REQUIREMENTS:

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:
 - a. **Golf Vehicles** - A quality made Golf Vehicle designed to perform in a golf course environment with hilly terrain.
 - b. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
 - c. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, and technical services.
2. **EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers www.sae.org), OSHA (Occupational Safety and Health Administration – www.osha.org) standards and ANSI (American National Standards Institute – www.ansi.org) standards.
3. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within 24 hours of notification. Any required parts not in stock must be ordered next day delivery and any and all costs for next day delivery shall be borne by the Contractor. In the event of a delay in receiving parts, the Contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy.

Contractor shall provide warranty service within 24 hours of notification request. Repairs (or delays in obtaining required parts) that will take longer than 48 hours will require the Contractor to provide, deliver and retrieve a "loaner" vehicle until the City's vehicle is restored to service. The "loaner" vehicle must be of similar quality and size to the cart being repaired and free of charge
5. **PRICING:** Contractors are to provide a municipal lease agreement pricing schedule. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the forty eight-month period following contract award. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

For price comparison purposes, a list of equipment will be used to determine the actual net lease price that the City will pay. Contractors will be required to submit by applying the discounts offered and indicating lease pricing on the Price Pages. The Park, Recreation and Community Services Department must be able to verify each Contractor's lease price by applying the discount offered.

Exhibit "F"
EXCEPTIONS

E-Z-GO EXCEPTIONS TO CONTRACT PROVISIONS

SCOPE OF SERVICES - Continued

PRODUCT REQUIREMENTS: 4. PARTS AND SERVICE: The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within 48 normal business hours of notification during. Any required parts not in stock must be ordered next day delivery and any and all costs for next day delivery shall be borne by the City of Burbank. In the event of a delay in receiving parts, the Contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy. Contractor shall provide warranty service within 48 normal business hours of notification request. End.

GENERAL CONDITIONS - Continued

40. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following: In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract; In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract; In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality; The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract; In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract; The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract. **The PNC Lease documentation is NON-CANCELLABLE. There is no provision to cancel or terminate the lease.**

Exhibit "G"
GENERAL CONDITIONS

GENERAL CONDITIONS

1. DEFINITIONS

Whenever the words defined in this Article or pronouns used in their stead, occur in any of the Contract Documents, they shall have the meaning here given unless the context clearly indicates to the contrary.

- **ADDENDUM** shall mean a written or graphic instrument issued by the City prior to the execution of the Contract Documents, which sets forth additions, deletions or other revisions to the Contract Documents or clarifications thereof.
- **CHANGE ORDER** shall mean a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Contract. Change Order may be accompanied by and/or may identify additional or revised drawings, sketches or other written instructions which become and form part of the Contract Documents by virtue of the executed Change Order.
- **CITY** shall mean the City of Burbank.
- **CITY MANAGER** shall mean the person holding the position of City Manager.
- **CONTRACT DOCUMENTS** shall mean the sum of all Documents, consisting of the Introduction / Background, Scope of Service, Instruction to Proposers, Responses to the Proposal Evaluation Requirements, Proposal Sheet(s), and General Conditions.
- **CONTRACTOR'S SPECIFICATIONS** shall mean any specifications furnished by the Contractor.
- **COUNCIL** shall mean the Council of the City.
- **DAY** when used in the Contract Documents shall mean a calendar day unless otherwise specifically noted.
- **DEPARTMENT** shall mean the Park, Recreation and Community Services Department of the City.
- **INSPECTOR** shall mean the person employed by the City. The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Park, Recreation and Community Services Department or designee prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City and the Contractor will cover all transportation fees.
- **PROJECT MANAGER** shall mean and be interchangeable with the terms City's Representative or Project Manager as defined in these General Conditions.

- **WORK** shall mean and include everything to be done, supplied and furnished by the General Contractor under the Contract.
2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** All proposal prices shall include all applicable Federal, State and Local taxes. Should such taxes be increased or decreased by law after the proposal opening, the net amount of such increase or decrease shall be added to or subtracted from the total contract price, as the case may be. Proposal prices shall exclude Federal transportation taxes from which the City is exempt, provided, however, if the State of California Use Tax is applicable, it shall be quoted as a separate item in the proposal, and the Proposer shall state whether or not he is authorized or required to collect such Use Tax.
 3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
 4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
 5. **PAYMENTS:** All payments made by the City of Burbank for goods or services will be made to the vendor named on the Proposal Sheet(s). If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this proposal.
 6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** The City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
 7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of 48 months, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for additional periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **SUBSTITUTE ITEMS:** In the event that a product is discontinued by the manufacturer, the City, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
9. **NEW PRODUCTS AND/OR ACCESSORIES:** The City of Burbank, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information.
- A. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
 - B. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
 - C. Documentation that states prices will be sold at the existing discount from list price as existing products.
10. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Purchasing Manager.
11. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
12. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, under the law of the State of California. State law claims shall be brought only in Los Angeles County Superior Court.
13. **ASSIGNMENT-DELEGATION:** This Contract, nor any part thereof, shall not be assigned, hypothecated, sold, or transferred by the Contractor or by operation of law or otherwise, and will not be recognized or create any liability of the City thereby, with the sole exception and unless the prior written approval of the City has been obtained in writing filed with the City's Purchasing Manager.
14. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance

15. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
16. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
17. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
18. **CONTRACT AMENDMENTS:** The Purchasing Division has the sole authority to:
 - A. Amend minor irregularities to the contract;
 - B. Grant time extensions up to 15 days;

This Contract shall only be modified with the approval of the Purchasing Manager, for minor irregularities. Except in the case of a documented emergency, approval must be granted prior to performance. **Any contract modification or extension must be approved by the City Council, through the Purchasing Manager by written contract amendment or change order.** If the Contractor proceeds and performs work, the work will be at the sole risk of the Contractor and may not be eligible for payment by the City.

19. **CONTRACT** The Contract Documents are complementary, and what is called for in any one of them is as binding as if called for in all. The intention of the Contract Documents is to require a complete functional and finished system or portion of Work including, but not limited to, all labor, supervision, materials, equipment, or supplies, with the exception of such items as are definitely stipulated in the Contract Documents to be furnished by the City. Materials or Work described in words which have a well-known technical or trade meaning shall be held to refer to such recognized standards.
20. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming equipment parts or materials. Delivery of nonconforming equipment, parts or materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

21. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

22. INDEMNIFICATION: Contractor shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the negligent acts or omissions of the Contractor, its agents, employees, or subcontractors while on City property.

To the maximum extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, agents, and employees, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of any negligent work by Contractor or its employees, agents, or subcontractors, in the performance of this Agreement and shall, at its own expense, defend any claim, suit, or action brought against City founded upon any such claim.

23. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

24. VEHICLE INSPECTION: The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Park, Recreation and Community Services Department or designee prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City and the Contractor will cover all transportation fees.

25. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of equipment, parts or materials must fully comply with all provisions of this Contract. If a tender is made which

does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.
29. **PAYMENT:** The City will issue a Purchase Order and at the time of ordering or pay subsequent invoices upon receipt of goods or services in good order. However, the City reserves the right to make payment by check as it deems necessary.

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of equipment, parts, materials or services within thirty (30) calendar days after receipt of materials or services and a correct invoice.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Purchasing Manager is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City's funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental hereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

Exhibit "H"
LIMITED WARRANTY

Limited Warranty Terms and Conditions

RXV Fleet, RXV Freedom and TXT Fleet & Freedom Vehicles

1. E-Z-GO, a division of Textron Inc. ("E-Z-GO"), provides that any new E-Z-GO RXV Fleet, RXV Freedom and TXT Fleet & Freedom gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, Steering Column, Shocks and Leaf Springs	4 years
MAJOR ELECTRONICS - Electric Motor, Solid State Speed Controller and Battery Charger	4 years
DEEP CYCLE BATTERY - TXT ELECTRIC MODELS	4 years, 1,000 rounds or 20,000 amp hours, whichever comes first
DEEP CYCLE BATTERY - RXV ELECTRIC MODELS	4 years, 1,200 rounds or 23,000 amp hours, whichever comes first
PEDAL GROUP - Pedal Assemblies, Brake Assemblies, Brake Cables and Motor Brake	4 years
SEATS - Seat Bottom, Seat Back and Hip Restraint	4 years
CANOPY SYSTEM - Canopy and Canopy Struts	4 years
POWERTRAIN - Gasoline Engine, Gasoline and Electric Axle, Starter Generator, Air Intake, Exhaust System	3 years
BODY GROUP - Front and Rear Cowls, Side Panels and Instrument Panel	3 years
ALL REMAINING COMPONENTS - Solenoid, Limit Switches, Voltage Regulator, F&R Switch, Charger Cord and Receptacle, all options and accessories supplied by E-Z-GO, and all components not specified elsewhere.	2 years

The Warranty Period shall commence on the date of delivery to the Purchaser's location or the date on which the vehicle is placed in Purchaser-requested storage, except as specifically set forth elsewhere in this Limited Warranty. Parts repaired or replaced under this Limited Warranty are warranted for the longer of one (1) year from the date of installation or the length of the part or component Warranty Period. This Limited Warranty applies only to the Original Retail Purchaser or Original Retail Lessee and not to any subsequent purchaser or lessee without the prior written approval of the E-Z-GO Customer Quality Department.

2. EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- 2.1. Adjustments or repairs made as a result of normal wear and tear to the Vehicle beyond the first one-hundred and eighty (180) days following delivery.
- 2.2. Routine maintenance items, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current.
- 2.3. Damage to a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision.
- 2.4. Damage resulting from installation or use of parts or accessories not approved by E-Z-GO, including but not limited to subsequent failures of the vehicle, other parts or

- the battery charger due to the installation and/or use of parts and accessories not approved by E-Z-GO.
- 2.5. Warranty repairs made by other than an E-Z-GO branch or an authorized and qualified E-Z-GO dealer, distributor or designee. Warranty repairs by other than an E-Z-GO branch or an authorized and qualified E-Z-GO dealer, distributor or designee shall void the Limited Warranty.
- 2.6. Damage or loss resulting from acts of nature, vandalism, theft, war or other events over which E-Z-GO has no control.
3. **REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.
4. **DISCLAIMER:** ***THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.***
5. **LIABILITY LIMITATIONS:** IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE.
6. **CLAIMS:** Any legal claim or action arising alleging breach of warranty must be brought within three (3) months from the date the warranty claim arises.
7. **WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.
8. **VOIDING OF LIMITED WARRANTY:**
- 8.1. **THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:**
- 8.1.1. shows indications that routine maintenance was not performed per the Owners Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;

- 8.1.2. lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- 8.1.3. is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- 8.1.4. is neglected, abused or otherwise not used in the manner intended;
- 8.1.5. is in an accident or collision;
- 8.1.6. shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- 8.1.7. shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating; or
- 8.1.8. is equipped with non-standard tires.
- 8.2 THIS LIMITED WARRANTY SHALL BE VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING SYSTEMS, HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES. ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES. NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.
- 8.3 USAGE OF NON-FACTORY INSTALLED ACCESSORIES MAY IMPACT VEHICLE RUN-TIME PERFORMANCE AND BATTERY LIFE. SHOULD PURCHASER ELECT TO INSTALL THESE ACCESSORIES, E-Z-GO WILL WARRANT THE BATTERIES AS FOLLOWS:
 - 8.3.1 FOR VEHICLES SUBJECT TO THE E-Z-GO "OPERATIONAL PERFORMANCE GUARANTEE" OF TWO (2) ROUNDS PER DAY, SUCH OPERATIONAL PERFORMANCE GUARANTEE SHALL BE VOIDED.
 - 8.3.2 IN THE EVENT E-Z-GO DETERMINES, BASED ON ITS MEASUREMENT OF THE ENERGY CONSUMPTION OF NON-FACTORY INSTALLED ACCESSORIES, THAT THE ESTIMATED ENERGY CONSUMED BY THE ACCESSORIES COUPLED WITH THE TOTAL AMP/HOURS CONSUMED BY THE VEHICLE EXCEEDS 23,000 AMP HOURS FOR RXV VEHICLES OR 20,000 AMP HOURS FOR TXT VEHICLES, THE BATTERY WARRANTY WILL BE VOIDED.
- 8.4 THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.
- 8.5 **FOR ELECTRIC VEHICLES - PURCHASER'S FAILURE TO ACTIVATE THE BATTERY WARRANTY BY TAKING THE ON-LINE BATTERY CARE WARRANTY TRAINING MODULE (<http://ezgo.smartmanual.biz>) WITHIN FORTY-FIVE (45) DAYS OF DELIVERY OF THE VEHICLES SHALL VOID THE BATTERY WARRANTY.**
- 9. **LEASED VEHICLES:** E-Z-GO RESERVES THE RIGHT TO PERFORM SEMI-ANNUAL VEHICLE INSPECTIONS (DIRECTLY OR THROUGH ASSIGNED E-Z-GO REPRESENTATIVES) ON LEASED VEHICLES THROUGHOUT THE TERM OF THE LEASE.
- 10. **DESIGN MODIFICATIONS:** E-Z-GO reserves the right to improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- 11. **AUDIT AND INSPECTION RIGHTS:** E-Z-GO RESERVES THE RIGHT TO AUDIT AND INSPECT THE PURCHASER'S FACILITY, MAINTENANCE RECORDS AND ITS